Board of Trustees of the Leland Stanford Junior University v. Roche Molecular Systems, Inc. et al

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EXHIBIT 15

Patent and Copyright Agreement for Stanford Personnel

In consideration of my employment or continued employment by Stanford, the receipt of remuneration from Stanlord, participation in projects administered by Stanlord, access to or use of facilities provided by Stanlord and/or other valuable consideration, I hereby agree as follows:

- 1. I will disclose to Stanford all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of my University responsibilities or with more than incidental use of University resources. I further agree to assign to Stanford all my right, title and interest in such potentially patentable invention and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.
- 2. I will assign or confirm in writing to Stanford all my right, title and interest, including associated copyright, in and to copyrightable materials created:
 - a) in the course of any research grant or contract, or other agreement entered into by Stanford, if the terms of the agreement require creation of the copyrightable materials or require some interest-in them to be conveyed to Stanford, to the sponsor, or to any other party;
 - b) in the course of my employment (that is, as a "work for hire" or as an institutional work); or
 - c) in the support of a project specifically supported by University funds.
- 3. I am now under no consulting or other obligations to any third person, organization or corporation in respect to rights in inventions or copyrightable materials which are, or could be reasonably construed to be, in conflict with this agreement.

NOTE: If you do have an agreement with another employer or anyone else that would apply to copyrightable materials or to potentially patentable inventions conceived or first reduced to practice in whole or in part with more than incidental use of Stanford resources, do not sign this form. You must consult with the Vice Provost and Dean of Research for resolution of any conflicts before using Stanford University resources.

- I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.
- 5. This agreement is effective September 1, 1994, or my date of hire, whichever is later, and is binding on myself, my estate, heirs and assigns.

27th January Signed this day of Thomas C. Merigan, M.D. Printed or typed name REDACTED Professor of Medicine/Infect.Dis. Social Security No. Department Title (e.g. professor, secretary, etc.)

NOTICE: This agreement does not apply to an invention which qualifies fully under Labor Code Section 2870, i.e., an invention for which no Stanford University equipment, supplies, facility, or trade-secret information was used and which was developed entirely on employee's own time, and neither (a) relates to Stanford research, nor (b) results from any work performed by employee for Stanford.

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